

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 25						
2. CONTRACT NUMBER			3. SOLICITATION NUMBER <div style="text-align: center;">OPR04000675</div>			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED <div style="text-align: center;">04/23/2004</div>			6. REQUISITION/PURCHASE NUMBER <div style="text-align: center;">See Lines</div>		
7. ISSUED BY Office of Procurement & Purchasing 359 Ford Bldg. Washington, DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.				CODE <div style="text-align: center;">OPP</div>		8. ADDRESS OFFER TO (If other than item 7)								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>see page 24 of 27 H.C. 12.003</u> until <u>2:00 PM</u> local time <u>07/26/2004</u> (Hour) (Date)														
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Emily Tuck			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-0668			C. E-MAIL ADDRESS emily.tuck@mail.house.gov					
11. TABLE OF CONTENTS														
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES								
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.								
X	C	DESCRIPTION/SPECS./WORK STATEMENT			5-7		J	LIST OF ATTACHMENTS			0			
X	D	PACKAGING AND MARKING			8	PART IV - REPRESENTATIONS AND INSTRUCTIONS								
X	E	INSPECTION AND ACCEPTANCE			9	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			20-21			
X	F	DELIVERIES OR PERFORMANCE			10-11									
X	G	CONTRACT ADMINISTRATION DATA			12-15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			22-24			
X	H	SPECIAL CONTRACT REQUIREMENTS			16-17	X	M	EVALUATION FACTORS FOR AWARD			25			
OFFER (Must be fully completed by offeror)														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)									
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE					
AWARD (To be completed by Government)														
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION								
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM					
24. ADMINISTERED BY (If other than Item 7)				CODE	25. PAYMENT WILL BE MADE BY CODE									
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE					
IMPORTANT - Award will be made on this Form or by other authorized official written notice.														

Line Item Summary	Document Number OPR04000675	Title WEBCASTING	Page 2 of 25
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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Data Gathering and Analysis	0001		0.00	ea	\$ _____	\$ _____
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Ref Req No: HRS0400050

0002	Establishing Requirements			0.00	ea	\$ _____	\$ _____
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0003	Implementation PLa			0.00	ea	\$ _____	\$ _____
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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF OBJECTIVES

Purpose

The House of Representatives is interested in acquiring the services of a contractor to provide vendor-neutral requirements analysis in the development of detailed documents necessary for a solicitation for the implementation of House "live streaming" or "webcasting" services from each of the 19 committee hearing rooms."

The successful offeror shall provide comprehensive services and staff to encompass all aspects of the project.

Background

The Chief Administrative Officer (CAO) is one of three officers of the U.S. House of Representatives along with the Office of the Clerk and the Sergeant at Arms. The officers, together with the Architect of the Capitol and other House offices, jointly provide a foundation of services to facilitate the work activities of the House, its Members, and staff.

The current CAO organization consists of an immediate office and five divisions: Finance, House Information Resources (HIR), Human Resources (HR), Office of Procurement (OP), and House Support Services (HSS).

As part of the HSS organization, the House Recording Studio (HRS) is the central location where all audio and video feeds from committee hearing rooms are received and broadcast on the House Cable TV System. In addition, HRS provides:

- A House Recording Studio facility to record video and audio programs for distribution to their constituents, and
- A Closed Captioned National Television Standard Committee (NTSC) broadcast quality signal of House floor proceedings to House community offices via an internal cable TV system and to external consumers through media hubs using the House Floor Coverage (HFC) facility.

The House Recording Studio facility began operations in 1956 and began capturing audio and video signals to broadcast on the House Cable TV System in 2001. At this time, each committee is responsible for contracting webcasting services independently. It is the desire of the House to uniformly perform all webcasting services.

Scope

The Contractor shall provide technical services and support to assist the House in the determination of requirements for webcasting services for 19 standing Committees of the House of Representatives.

The scope of this project spans all work and tasks required to complete the following three phases of the project:

A.Phase I - Data Gathering and Analysis (CLIN 001)

Phase I of this project at a minimum will involve sequential steps to define project requirements and project constraints,

The Contracting Officers Representatives (COR) or his/her designated representative will coordinate and facilitate all Contractor meetings with House staff. To support this task, the Contractor will work through and in concert with the designated COR, as directed by the COR the Contractor shall interview committee staff representing the 19 full committees and House Recording Studio staff to:

- a) Develop an understanding of the House's goal for implementing uniform webcasting services,
- b) understand project requirements and constraints, and
- c) survey all existing Committee Rooms and House Recording Studio facilities to determine locations and needs of all proposed hardware and cabling requirements

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B. Phase II - Establishing Requirements (CLIN 002)

The Contractor shall limit all Requirements Analysis scope to requirements only. The Requirements Analysis shall not discuss vendor-specific design, implementation, or services. Additionally, the requirements should be expressed in terms of industry standards for interfaces, formats, algorithms, etc., to the greatest extent possible.

Phase II of this project will involve steps to:

- a) Develop draft Requirements Analysis
- b) Develop final Requirements Analysis

To support these tasks, the Contractor shall conduct discussions with members of staff of all interested committees and the House Recording Studio staff, coordinated by the COR, and shall:

Present a draft Requirements Analysis for the implementation of a "webcasting" for each of the House of Representatives committee hearing rooms in accordance with the reporting requirements of this contract.

This plan shall include, but not be limited to:

- a) Infrastructure development
- b) Content routing
- c) Content delivery
- d) Performance measurements
- e) Optional value-added services.

The Contractor shall deliver a final Requirements Analysis document specifying vendor-neutral requirements for the implementation of "webcasting" for each of the House of Representatives committee hearing rooms.

This document shall incorporate all House provided changes, edits, and modifications to the draft Requirements Analysis document.

C. Phase III - Implementation Planning (CLIN 003)

Phase III of this project will involve steps to implement the requirements established by this analysis.

To support these tasks, the Contractor shall:

1. Develop a written implementation plan that details the recommended approach to meet the requirements of the House for uniform committee webcasting, to include, but not be limited to, a list of recommended steps and detailed schedule, and program implementation cost and any associated follow-on monthly fees.
2. The Contractor shall present this plan in accordance with the reporting requirements of this contract.

Hours of Operation

The Contractor shall establish hours of operation that satisfy the requirements of this Contract. Except for the federal holidays and administrative days listed below, all other weekdays shall be considered working days.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day notification of the change.

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Reporting Requirements

Project Plan

The Contractor shall submit a project plan as part of the proposal package. The project plan shall include schedules, task priorities, and assignments of key personnel. The House will review the initial project plan and provide comments regarding the proposed schedule and course of action within five (5) business days after the initial meeting with the Contractor after contract award. The Contractor shall submit a revised project plan, saved with a baseline (initial project plan) no later than five (5) business days after receipt of the House's comments.

Weekly Status Report

The Contractor shall prepare and deliver a weekly status report to the COR no later than close of business every week on the working day prior to the scheduled date of the weekly update meeting. At a minimum, this report shall identify the goals set for that week, the accomplishments made during that week, the recommendations and tasks to be completed for the upcoming week, and any on-going issues, tasks, or concerns that need to be addressed.

Draft Requirement Analysis

The Contractor shall present a draft requirements analysis document within 60 calendar days from the date of award. The contents of the draft requirements analysis shall be in accordance with the specifications outlined in this contract.

Final Requirement Analysis

The Contractor shall present five (5) copies of a final requirements analysis, within 120 calendar days from the date of award. The contents of this analysis shall be in accordance with the specifications outlined in this contract.

Implementation Plan

The Contractor shall provide a completed Implementation Plan within 150 calendar days from the date of award. The contents of this plan shall be in accordance with the specifications outlined in this contract.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance **is estimated to be five months from award date.**

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
 - (b) Specifying the reasons for debarment;
 - (c) Stating the period of debarment, including effective dates; and
 - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please call the EFT help line at 202-226-2277.

A summary invoice shall be **faxed (number will be provided)** and will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;
- c. Itemized list of equipment covered and costs to include the following, if available:
 - 1) Description;
 - 2) Originating purchase order number;
 - 3) Serial number and House inventory control number if applicable.

Under no circumstances will the contractor send invoices directly to the office where the equipment is located or service provided; nor will that office be contacted regarding possible billing of discrepancies or problems. The House does not pay federal, state or local taxes unless mandated by law.

G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

a. Contracting Officer:

William L. Dellar, Associate
 Administrator, Office of Procurement
 Room 359, Ford House Office Building, U.S. House of Representatives
 Washington, DC 20515
 Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.

The CO is required to approve all contract modifications, including cost changes.

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b. Contracting Officer's Representative:

To Be determined

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

Reviews and approves the status from, and performance reports on, the contractor.

Processing of contractor invoices.

Submission of a monthly summary report to the CA- The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.

Establishing and adhering to, at a minimum, a monthly status/progress meeting with the contractor and designated House staff.
Maintaining minutes of those meetings.

Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

Emily Tuck
Senior Procurement Specialists
Office of Procurement
Room 356, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-0668 Fax: (202) 226-2214
Emily.Tuck@mail.house.gov

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

Ensuring all required documents are in the contract file.

Attending status meetings on behalf of the CO.

Reviewing invoices and written reports.

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G.4 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide monthly status reports to the COR on the 15th pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.5 HC.7.009 KEY PERSONNEL MAY 2001

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

For each personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

G.6 HC.7.010 POST AWARD CONFERENCE MAY 2001

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

G.7 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE AUGUST 2002

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The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

H.4 HC.8.004 SOFTWARE AND HARDWARE SECURITY PROVISIONS

MARCH 2004

All contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOL). HISPOLS may be obtained on the Internet at [www://house.gov](http://www.house.gov) by clicking on Current Solicitations under the General Information heading, and then selecting Current Solicitations again. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed

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necessary. In addition, contractor personnel must not remove Confidential Business Information or Confidential House Information from the Capitol campus.

All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

H.5 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.6 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.7 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Please go to the listed Web Site to obtain a copy of this form <http://www.house.gov/cao-opp/currentsol.htm>

H.8 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 TYPE OF CONTRACT

This contract will be a fixed price contract

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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I.6 HC.9.006 RELEASE OF CLAIMS

MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published.

K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Business history.
- d. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- e. Key point of contact (POC) list and telephone number.

K.4 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.5 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _____ calendar days after receipt of the offer.

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K.6 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

K.7 HC.11.020 BUY AMERICAN ACT CERTIFICATION

MARCH 2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause HC.9.019 of this solicitation entitled "Buy American Act."

(b) Foreign End Products:

End Product: [List as necessary]

Country of Origin: [List as necessary]

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal shall be divided into the following distinct and marked sections:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) "Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) "Section C" -Technical Proposal , Management Approach, Corporate Capabilities/Past Preformance. Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

Offeror shall provide references for five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, email addresses and telephone number.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit 5 copies, one (1) original hard copy, and one electronic version emailed to emily.tuck@mail.house.gov in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. All project schedules will be in MS Projects format with task presented in sufficient detail to enable the House to make a thorough evaluation with submissions in the amount as stated in the first sentence of this paragraph. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A.

L.3 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Proposals hand carried will be delivered to the office of the CO (sealed offers only). Hand carried offers must be delivered and contact must be made with the above office by the date and time shown on Section A. All proposals, however delivered, must be complete and timely. Offerors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

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(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

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"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed. All are of equal importance.

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to make a single award resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.